



## **Wireless Terms and Conditions of Service**

The Telephone Company, Inc. participates in a Lifeline Assistance program supported by the Federal Universal Service Fund program. The Terms of Service listed below apply to The Telephone Company, Inc. services and wireless phones activated with The Telephone Company, Inc.

Activating service with The Telephone Company, Inc. or making changes to your account will make these Terms of Services effective. If you do not wish to accept these terms, please contact The Telephone Company, Inc. at (405)752-5900 or (866)441-2144 before you activate your service or make any changes to your account. By accepting the Terms and Conditions of Service of The Telephone Company, Inc. you represent that you are at least 18 years old and that you meet the requirements and are eligible for Lifeline Service from The Telephone Company, Inc.

Eligibility for Lifeline service program is dependent on the subscriber. Subscribers may qualify for a Lifeline program if they participate in one of the government programs listed below or qualify based on household income eligibility standards as defined below. When activating service with The Telephone Company, Inc. a subscriber acknowledges and consents to the use of customer's name, telephone number, and address to be given to the Universal Service Administrative Company (USAC), the administrator of the program, and/or its agents for the purpose of verifying that subscriber does not receive more than one Lifeline benefit. Refusal to grant this permission will mean consumer is not eligible for Lifeline service. Subscriber grants authorization to The Telephone Company, Inc. to access any records required to verify subscriber's statements and to confirm continued eligibility for Lifeline assistance. This consent survives any termination of this agreement. If a subscriber or any member a subscriber's family participates in a Lifeline program from another provider the subscriber is responsible for notifying the other provider that they have been approved for service with The Telephone Company, Inc. and will request their service with the other provider be disconnected. Notice to terminate service from any other provider's Lifeline program must be given prior to activating new service with The Telephone Company, Inc.

### **Eligibility Requirements**

A person is eligible to receive Lifeline service (and its associated discounts) if they participate in one or more of the following programs:

- ✓ Food Stamp program (different titles for program vary by State)

- ✓ Supplemental Security Income
- ✓ Medicaid
- ✓ National School Lunch Program
- ✓ Federal Public Housing Assistance (Section 8)
- ✓ Low Income Home Energy Assistance Program
- ✓ Temporary Assistance for Needy Families Program

A qualification for Lifeline assistance based on Income Eligibility may be met if an individual's total combined household income meets the defined US Government Income Poverty Guidelines. Proof of income eligibility must be provided to The Telephone Company, Inc. through documents such as current tax return, current paystubs, etc. A complete list of accepted documents to provide Income Eligibility can be provided by calling The Telephone Company, Inc. at (405)752-5900 or (866)441-2144.

By completing The Telephone Company, Inc. application you consent to the release of your information, including financial information, as required for the administration of The Telephone Company, Inc. service with regard to the Lifeline program.

The Telephone Company, Inc. reserves the right to review your eligibility status at any time and requires you to provide The Telephone Company, Inc. written documentation of either your household income or your participation in a qualifying federal or state program. You may only receive Lifeline Assistance for a single landline or wireless telephone at your principal residence. If you or any resident at your primary address receives Lifeline Assistance from any other telephone company, you are responsible for notifying your current service provider that you have been approved for Lifeline Assistance through The Telephone Company, Inc. and your other Lifeline service must be terminated prior to activating Lifeline service with The Telephone Company, Inc.

### **Our Right to Make Changes**

Terms of Service may change at any time, including pricing for paid service. Unless expressly prohibited by law, The Telephone Company, Inc. reserves the right to modify or cancel this service, your account, or take corrective action at any time and for any reason; including, but not limited to, violation of any provision of these Terms and Conditions of Service. Right to use our service is subject to our company policies, procedures, rates and The Telephone Company, Inc.'s Terms and Conditions of Service which we reserve the right to change at any time.

### **Wireless Services**

The Telephone Company, Inc. provides service for personal use only. Service may not be transferred to any third party or shared among multiple individuals.

You may not use our service in a manner that interferes with another customer's use of our service. Our ability to provide quality voice service may be impaired when customers place abnormally high volume of calls, send or receive unusually high numbers of messages, or repeatedly place calls of unusually long duration, relative to typical usage

by other customers on similar service plans. Usage such as stated above suggests that a mobile phone is being used for reasons other than personal use and is in violation of The Telephone Company, Inc.'s Terms and Conditions of Service. The Telephone Company, Inc. has safeguards and conducts regular audits to ensure that its customers do not use the service in an unreasonable manner that is inconsistent with personal, non-commercial use. The Telephone Company, Inc. reserves the right to respond to such unusual usage by suspending service to the individual's account in question.

The Telephone Company, Inc. offers in Oklahoma an unlimited voice plan. Unlimited use does not mean unreasonable use. If a subscriber is found to be utilizing their unlimited features in an excessive manner they are subject to have their service turned off. Unlimited voice services are provided solely for usage between two individuals. The Telephone Company, Inc. phones and wireless phone numbers may not be used for pager or voicemail-only service, and The Telephone Company, Inc. may terminate any account if usage is limited to pager service or voicemail retrieval service.

You agree not to use The Telephone Company, Inc. service in any way that is illegal, fraudulent or abusive, as determined by The Telephone Company, Inc. at its sole discretion. You may not alter any of the hardware or software on your phone for any purpose. The Telephone Company, Inc. phones may not be purchased in bulk or sold to third parties, they are for individual use only by the Lifeline recipient who signed the agreement for service.

The Telephone Company, Inc. operates on the AT&T wireless network and is limited to AT&T coverage area. Quality of service may be affected by conditions beyond our control. These conditions include, but are not limited to atmospheric, geographic, or topographic conditions, or by damage you cause to your mobile phone. We do not warrant or guarantee that service will be available at any specific time or geographic location, or that service will be provided without interruption. We may give credit for continuous service interruption of more than 24 hours on a case-by-case basis, if such interruption was reasonably within our control, and you notify The Telephone Company, Inc. at (405)752-5900 or (866)441-2144 within seven days of the interruption.

Unused minutes and messages as part of a monthly plan expire at the end of your monthly period and may not be used in subsequent months and may not be transferred or assigned to any third party.

#### **Account Status**

Your account will remain active as long as you meet the eligibility standards for The Telephone Company, Inc. service and continue to pay your monthly bill. You are responsible for notifying The Telephone Company, Inc. if you no longer meet the Lifeline eligibility standards for The Telephone Company, Inc., by calling us at (405)752-5900 or (866)441-2144. If you do not pay for your monthly bill your service will be terminated after 60 days of inactivity.

If you receive a request from The Telephone Company, Inc. asking that you confirm your

eligibility status, you must do so within 30 days after you receive such notice in order for your service not to be terminated

### **Payment Methods for Services**

Payments options for your convenience are;

- ✓ Visit any Cashland location to pay your bill in person. A list of locations can be found at [www.ttcok.com](http://www.ttcok.com) or by calling us at (405)752-5900 or (866)441-2144.
- ✓ Call The Telephone Company, Inc. to pay over the phone with a credit or debit card (fee may apply) at (405)752-5900 or (866)441-2144.
- ✓ Pay online via our website at [www.ttcok.com](http://www.ttcok.com) by clicking on the “pay my Bill” tab at the top of the website.
- ✓ Send a money order to The Telephone Company, Inc. at 10417 N. May Ave., Oklahoma City, OK 73120. We do NOT accept checks or cash.

The Telephone Company, Inc. collects all applicable Federal and local taxes required. Changes to a tax or surcharge will become effective as provided by the appropriate taxing authority and changes to applicable contribution amounts for Federal Universal Service Fund, FUSF, will apply. Taxes and fees are subject to change without notice.

### **International Calling**

All service plans include unlimited local and long distance calls within the United States. International calling is available with some of our plans and is subject to certain countries, limited minutes, and/or miscellaneous restrictions. Details about the international calling can be provided by calling The Telephone Company, Inc. at (405)752-5900 or (866)441-2144.

### **Text Messages**

The Telephone Company, Inc. has two rate plans that allow for unlimited text messages. Unlimited is deemed to be reasonable numbers of messages, and is not meant to be defined as excessive or extreme text quantities. Excessive use of the text messaging feature could result in service being turned off for abuse.

### **Unsolicited Messages**

If you are found to be sending spam from your Telephone Company, Inc. phone, we may terminate your service without further notice.

The Telephone Company, Inc. may send messages to your phone via text message. Your monthly bill will be sent via text message.

### **Data Services**

You may purchase a service plan that includes access to the world-wide web/internet. The Telephone Company, Inc., at its sole discretion, may interrupt or suspend access due to abuse, excessive use, or violations of the Terms and Conditions of Service.

You may check your expiration date at any time at no charge by dialing \*777# + CALL and check your data balance by dialing \*777\*1+CALL from your mobile phone.

### **Roaming**

The Telephone Company, Inc.'s service will not work if you are out of a coverage area. Our service will not allow you to roam; you will not have service when in a roaming area.

### **Billing Errors**

If you think that there has been an error in any charge to your account, you must notify us immediately. Please call The Telephone Company, Inc. at (405)752-5900 or (866)441-2144 to discuss the possible or suspected error on your account. If you do not notify us within a thirty day period of the error, you waive any right to dispute the charge, including in arbitration or a court proceeding. If we determine that the disputed charge was inappropriate, your account will be credited or you may receive a refund. If you agree to a credit or refund, you are in agreement that this action has settled the dispute.

If we have attempted to charge your credit card for a charge that we deem is authorized and valid under these Terms of Service, and the credit card company withholds such payment because the charge has been disputed as a chargeback by you, the customer, we reserve the right to terminate your service until we receive proper payment for the service.

### **Monthly Service Charge**

Monthly charges are non-refundable. Once you have paid for your service The Telephone Company, Inc. has incurred the cost for the thirty day expense of that service and a refund will not be available.

### **Equipment Returns**

The cost of mobile phones purchased directly from The Telephone Company, Inc., are non-refundable. If you experience issues with your phone, please contact The Telephone Company, Inc. at (405)752-5900 or (866)441-2144 and we will do our best to trouble shoot the problem with you. If you have a phone that is determined defective within forty-eight hours of purchase and the equipment is returned in its original packaging with no apparent damage we may exchange the phone for a new phone of equal value. We reserve the right to refuse any one within the forty-eight hour period that has obvious damage that was caused after the phone was purchased.

### **Lost or Stolen Equipment**

If your mobile phone is lost or stolen you are responsible for charges incurred until you notify us of the loss of your mobile phone by calling The Telephone Company, Inc. at (405)752-5900 or (866)441-2144. Upon receiving notice that your mobile phone is lost or stolen, The Telephone Company, Inc. will suspend your account. If you do not either activate a new Telephone Company, Inc. phone or notify us that you have found your old mobile phone within 60 days of the suspension of your account, your account will be deactivated and you will lose your Telephone Company, Inc. phone number.

### **Warranties**

We do not manufacture our mobile phones or other equipment. The only warranties applicable to such devices or equipment are those extended by the distributor. We have no liability, therefore, in connection with mobile phones and other equipment malfunctions or for manufacturers' acts or omissions.

### **Mobile Phone Number**

The mobile phone number we provide for your use is and will remain the property of The Telephone Company, Inc. If you cancel your service with The Telephone Company, Inc. in order to use another mobile service we reserve the right to assign the mobile phone number to another customer. You do have the option to port (transfer) your phone number to another wireless provider if your account is current and active.

### **Suspension or Termination of Service**

We reserve the right to suspend or terminate your access to our service at any time should we determine, at our sole discretion, that you have violated these Terms of Service or any other rule or policy of The Telephone Company, Inc.

### **Privacy**

The Telephone Company, Inc. is not responsible for the content or security of voicemail, messages or contact lists you create. You may create a password to access your voicemail that will add a level of security.

We recommend you always use your device in a safe manner that does not create a risk to your safety or the safety of others around you. While driving, always use a hands-free device and never use your mobile phone to send text messages while driving. Please use your Telephone Company, Inc. phone in accordance with all applicable laws and regulations.

### **Use of Customer Information**

In order to provide service to you, we may collect certain information made available to us solely based on our relationship with you, including information regarding the nature and type of your service and the calls that you place and receive. We will always handle this data, Customer Proprietary Network Information ("CPNI"), in accordance with Federal Communications Commission regulations, Federal consumer privacy laws and The Telephone Company, Inc. Privacy Policy. We take reasonable steps to protect CPNI and your other personal information from unauthorized use or disclosure.

To comply with appropriate legal process, The Telephone Company, Inc. may disclose to law enforcement authorities and governmental agencies any information, including your name, account history, account information, or other transmission data, properly requested by law enforcement.

### **Dispute Resolution**

The Telephone Company, Inc. and you, our customer, agree to contact one another first, with any disputes. You must contact us with any dispute by calling The Telephone Company, Inc. at (405)752-5900 or (866)441-2144 and provide a description of the problem as well as all relevant documents/information and what you would propose as a resolution. We each agree to negotiate in good faith to resolve any dispute.

### **No Trial by Jury**

To the extent permitted by law, if a claim proceeds in court, we each also waive any right that we may have to trial by jury in any lawsuit or other proceeding. Unless otherwise specified herein, any disputes of a legal nature, whether a claim, complaint, arbitration demand or otherwise, shall be subject to the exclusive jurisdiction of the Federal or State courts located within Oklahoma County, Oklahoma.

### **Limitation of Liability**

Unless prohibited by law, The Telephone Company, Inc. and you agree to limit claims for damages or other monetary relief against each other to direct and actual damages. You agree that The Telephone Company, Inc. and its business partners are not liable to you or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether we have been notified that such loss may occur) by reason of any act or omission in our provision of products or services or under any legal theory, including fraud, misrepresentation, breach of contract, personal injury, product liability or any other theory. The Telephone Company, Inc. assumes no risk or responsibility for your use of any of the content provided as part of our services. You acknowledge that no fiduciary or other special relationship exists between you and The Telephone Company, Inc., by virtue of these Terms and Conditions of Service or your use of The Telephone Company, Inc. phones and services. You also agree we are not liable for missed voice mails, deletion of contacts from your address book, data content, or messages from your voicemail system.

### **Indemnification**

You agree to indemnify and hold harmless The Telephone Company, Inc. and its affiliates and their respective officers, agents, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof), resulting from your use of The Telephone Company, Inc. products and services, or another person whom you authorize to use your products or services, whether based in contract or tort (including strict liability) and regardless of the form of action.

### **Terms and Conditions of Service**

These Terms and Conditions of Service supersede all oral or written communications and understandings between you and The Telephone Company, Inc. with respect to our products and services and the terms under which they are offered and provided to you.